BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/2025-26/SE0283

BIDDING DOCUMENTS

FOR

"Availing Manpower services for field work of HT/ LT rating in MT divisions of BESCOM on outsource contract basis for a period of One year."

ISSUED BY:
The General Manager,
Meter & Commercial Section,
1st floor, 2nd Block, Corporate Office,
BESCOM, K.R. Circle,
Bangalore–560 001.
Email: gmcom@bescom.co.in

Section - I

INVITATION FOR BID (IFB)

1. Introduction:

Bengaluru Electricity Supply Company Limited invites tender vide Enquiry No: BESCOM/2025-26/SE0283 in two covers system (Techno Commercial Bid and Price Bid) through KPPP portal (https://kppp.karnataka.gov.in) for "Availing Manpower services for field work of HT/ LT rating in MT divisions of BESCOM on outsource contract basis for a period of One year".

1.1. Notification Inviting Bids:

1	Enquiry No.	BESCOM/2025-26/SE0283
2	Required number of Manpower	35 Nos.
3	Amount Put to tender	₹ 1.08 Crores
4	Tender processing fee	Refer KPPP website https://kppp.karnataka.gov.in
5	Earnest Money Deposit	The bidder shall pay EMD of ₹ 1,08,000 (Rupees One lakh Eight thousand only). a. The EMD for Rs 1.08 Lakhs (Rupees One lakh Eight thousand only) shall be made through any one of the e-payment modes mentioned in the Karnataka Public Procurement portal of Government of Karnataka. (https://kppp.karnataka.gov.in). b. The PEMD (Permanent Earnest Money Deposit) holders shall also pay EMD amount. c. Government/ Quasi Government/ Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids. d. Bids received without accompanying the requisite EMD are liable for rejection. e. The bidder shall upload the scan copy of the Bank Guarantee towards EMD in the slot provided for BG in KPPP portal failing which the offer will be rejected in the KPPP portal.
6	Date of availability of Bids	From 20.08.2025 Onwards
7	Due date for submission of Bids	04.09.2025 till 16:00 Hours
8	Tender System	Two Cover Tender

9	a) Date of opening of Technical bid b) Date of opening of Price Bid	a) 06.09.2025 at 16:15 Hours b) Will be opened after the Techno-commercial Evaluation.
10	**a) Pre-bid Meeting date** **b) Venue**	**a) 26.08.2025 @ 11:00 Hours** **b) Office of the General Manager, Meters & Commercial, 1st floor, Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001**
11	Validity of Bids	Bids shall be valid for 180 (One Hundred Eighty) Days from the date of opening of Techno-Commercial Bids.
12	Price Proposal	The bidder should quote only the service charges in percentage (%) in the price schedule. (i.e., service charges on Min wages+ VDA+ EPF+ ESI)

1.2. Requirement of Personnel with Qualification:-

Following are the requirement of minimum qualification and knowledge.

Name of the Manpower	Minimum Qualification required	Purpose for which Manpower required	Nos.
Semi-Skilled Workers	ITI or equivalent/ Diploma in any branch. (Preferably Electrical/ Electronics)	Assistance to Officers	35

I. The above Manpower personnel should work as per the directions of the Office Head.
II. The above Manpower personnel should have the knowledge of reading and writing in Kannada
III. The above Manpower personnel should be above 18 years.
IV. The bidder should reserve 17% of manpower to SC candidates 7% of manpower to ST candidates, 33% for Women candidates.
V. Details of personnel to be deployed at various offices of BESCOM jurisdiction and paying authorities provided under Section II of the tender document (Provisional).

1.3. Variation in Quantity:

During the execution of the Contract, the BESCOM reserves the right to increase or decrease the quantities without any change in unit price or other terms & conditions. Such Variations shall not be subjected to any limitations but the total variation shall be limited to a percentage not exceeding 25% of the Value of the contract. For quantity variation, the matter shall be referred to the GM (M&C), BESCOM. The base unit rates, as identified in the Contract shall remain constant during the currency of the Contract.

1.4. Scope of work:

Scope involves “Availing Manpower services for field work of HT/ LT rating in MT divisions of BESCOM on outsource contract basis for a period of One year”.

1.5. Qualifying Requirements:

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
1	The bidder should be in existence as any of the following: a. Company incorporated in India under the Companies Act, 1956/ 2013 including any amendment thereto;	1. Certificate of incorporation issued by Registrar of Companies as per Companies Act 1956/ 2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).
	b. LLP incorporated in India under the Limited liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited liability Partnership Agreement of LLP. 3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years.
	c. i. Partnership Firm under Partnership Act, 1932 in India;	1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable.
	ii. Sole Proprietorship concern.	PAN/GST registration certificate.
2	a) The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' Nature of business should be 'Manpower supply/services'.	a) Valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' should be uploaded. Wherein the Nature of business should be 'Manpower supply/services'.
	b) The bidder/ agency's registered office should be in Karnataka state.	b) Address proof should be uploaded.
3	a) The bidder/ agency should have	a) The Work Award/ Order copies

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
	provided 80% (28 Nos.) of the tendered manpower services to the Government/ ESCOMs/ PSUs departments at least continuous ONE year in a contract/ work order during the last five years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 as on the date of Bid opening. b) "Work Performance Certificates" for the above said contract/ work order issued by concerned department.	for providing the required manpower services to the Government/ ESCOMs/ PSUs departments at least continuous ONE year in a contract/ work order during the last five years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and as on the date of Bid opening. b) "Work Performance Certificates" for the above said contract/ work order issued by concerned award issuing authority of the respective department.
4	The Tenderer should have provided manpower services not less than 50% (Rs.53.86 Lakhs) of amount put to tender in any one year to Government/ ESCOMs/ PSUs departments in the last five years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.	The Work Award/ Order copies for providing the manpower services to the Government/ ESCOMs/ PSUs departments during the last five years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24
5	The bidder/agency shall possess the following registration certificates in the name of the agency – a) EPF Registration Certificate b) ESI Registration Certificate. c) PAN Card. d) GST Registration Certificate.	EPF/ESI/PAN/GST Registration certificates
6	Bidder/agency should not have been defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Notarized self-declaration certificate on the bidder's letter head
7	Even though the tenderers meet the above criteria, they are subject to be disqualified if they have: i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and	Notarized self-declaration in the prescribed format on the Tenderer letter head.

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
	could not furnish rational justification. iv. Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v. Defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission.	
8	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	Notarized Self-declaration Certificate in the said format
9	The annual turnover shall not be less than two times (₹ 2.15 Crs) the amount put to tender in any two of the previous five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.	Audited P&L A/c and Balance Sheet and IT returns along with the certificate for the last five years issued by CA.
10	The Liquid Assets as on 31.07.2025 or at a later date before submission of the bid (Cash at Bank + Term Deposits + availability of fund based credit facility in any scheduled Commercial Bank) shall not be less than 25% times (₹ 0.27 Crs) of the amount put to tender duly supported by the Bank statement shall be uploaded.	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by the scheduled Bank with whom the bidder has the banking facility shall be uploaded along with the Bank pass sheet. If the bidder has banking with more than one bank, then the available liquid assets shall be obtained with same date from all the banks.

Note: All self-declarations shall be notarized on single ₹500/- stamp paper.

1.6. GENERAL CONDITIONS:

1. Bidder shall upload GST registration certificate issued by the competent authority.
2. The bidder should quote only the service charges in percentage (%). In case of more than one **bidder happens to be L-1, selection will be done on the basis of - Highest total TURNOVER of the agency in last 5 years i.e., during 2019-20, 2020-21, 2021-22, 2022-2023, 2023-24.**
3. If part or full price sheets or prices are exposed in the Techno-Commercial Sheets or Techno-Commercial Bid by the Bidder, then the offer of the Bidder will be rejected.
4. BESCOM reserves the right to call for submission of original documents uploaded at its discretion for verification to ascertain the authenticity of the documents during evaluation.
5. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
6. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection. Conditional offers are liable for rejection.
7. In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may result in forfeiture of the bid security, disqualify the offer of such bidder and black list the firm. If in the event of information furnished by Bidder is found to be false during the execution stage, then BESCOM at its liberty may take action to cancel the works awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.
8. If after negotiations, no award has been given to other bidders, then BESCOM reserves the right to take appropriate decision regarding the award.
9. The Bidders shall be fully responsible for providing all Services specified in their Scope in all respects in this Tender.
10. Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves the right to assess the Capability/suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.
11. Details of Payments Receipts shall also be uploaded towards payment of Professional Tax, EPF, ESI and GST.
12. In the areas where ESI Act is not covered, the bidder shall obtained insurance cover for the Workmen’s Compensations for such outsourced staff in lieu of ESI.
13. The Agency should have the license as required under the Contract Labour (Regulation and Obligation) Act, 1970 and Karnataka Rules, 1974 and its amendments.
14. The said Agency shall maintain relevant registers and records under the applicable enactments.
15. If the Agency assigns or sub-lets the obligations under the agreement, the work order awarded shall automatically stand cancelled.
16. The Agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e. 24*7 on all 365 days.
17. The name, address and Mobile numbers along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
18. In the event of agreement being extended the successful bidder shall continue to provide outsourced staff on the same terms and conditions of the agreement.
19. In case of any unsatisfactory performance of the agency BESCOM has the right to cancel the contract order at any time.

20. The total quantity of personnel required to various offices of BESCOM noted above are provisional and subject to change.
21. The successful bidder should provide the above required staff as per the specified qualifications by reserving 17% to Scheduled caste, 7% to Scheduled tribes, 33% for women.

Section-II

INSTRUCTIONS TO BIDDERS (ITB)

1. Understanding of Bid Documents:

1.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

1.2 Clarifications on Bid Documents:

The interested eligible Bidders may obtain further information from the office of General Manager, Meters & Commercial, 1st floor, Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001.

a) Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the General Manager, Meters & Commercial, 1st floor, Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001 or by sending an Email to **gmcom@bescom.co.in** on or before the date and time as mentioned in the KPPP platform.

b) A pre-bid meeting will be held on date notified as per calendar of events. All the interested bidders who require clarifications on any aspect of this Request for Proposal (RFP) shall submit the queries on or before as per date notified in calendar of events.

c) The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in KPP portal and such amendment will be binding on the bidders.

d) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the KPP platform and need to mention their firm credentials along with online queries.

e) The Bids are invited and are to be submitted through Electronic Mode only. The Bid Notification and the Bidding Documents are available on website https://kppp.karnataka.gov.in. The Bidders can download the tender documents from the said portal on or after the date notified (free of cost). Further the last date & time for receipt of Bid and opening of techno commercial bid is as per calendar of events. In addition, when submitting bids via the KPPP portal, a tender processing fee must be paid on the KPPP portal https://kppp.karnataka.gov.in.

f) Bids must be accompanied by required EMD which will be paid online through KPP portal.

g) Any clarifications about e-payment contact KPPP help desk for any issue.

h) Verbal clarification and information given by the BESCOM or his employee(s) or his representative(s) shall not in any way be binding on the BESCOM.

1.3 BID DETAILS:

1. Cost of Bidding:

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre-bid and post-bid discussions, technical and other presentations etc. and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. Amendment to Bidding Document:

2.1 At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

2.2 The amendment will be issued in KPP portal and such amendment will be binding on them. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

2.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

2.4 Such amendments, clarifications, etc. shall be binding on the Bidders and shall be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

3. Language of Bid:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM, shall be written in the English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

4. PERIOD OF VALIDITY OF BIDS :

4.1 Bids shall be kept valid for acceptance for a period of 180 days from the date of opening of Bids, excluding the date of Bid opening. A Bid valid for a shorter period shall be rejected by the BESCOM as non- responsive.

4.2 In exceptional circumstances, the BESCOM may solicit the Bidder’s consent to an extension of the period of the validity. The request and the response there to shall be made in writing. In the event the extension is granted, the Bidders will not be permitted to modify their Bids.

5. BIDDDING DOCUMENTS:

5.1 The goods required, works to be executed, services to be provided bidding procedures & contract terms are prescribed in the Bidding documents.

5.2 The Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk & may result in the rejection of the Bid.

6. CLARIFICATION ON BIDDING DOCUMENTS:

6.1 A bidder requiring any clarifications regarding Bidding documents may notify the General Manager, Meter & Commercial, BESCOM in writing or e-mail to gmcom@bescom.co.in on or before date notified in the portal. Response will be given to any request for clarification of the Bidding documents received not later than prior to the deadline given.

6.2 The bidder is required to carefully examine the specifications and documents and fully familiarize himself as to all the conditions and matters which may, in any way, affect supplies and services to be provided and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/clarification.

6.3 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

7. AMENDMENTS OF BIDDING DOCUMENT:

7.1 At any time prior to the deadline for submission of Bids, the Engineer in charge may, for any reason whether at his initiative or in response to a clarification requested by a Bidder, modify the Bidding documents by amendment.

7.2 The amendment will be issued in KPP portal and such amendment will be binding on them.

7.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, the Engineer-in-charge may at his discretion extend the deadline for submission of the Bids.

7.4 In the event of information furnished by the bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders which may lead to forfeiture of the bid EMD/security and BESCOM may further disqualify the offer of such bidder, and black list the firm. In the event of information furnished by bidder is found to be false during the execution stage then BESCOM is at liberty to cancel the works awarded encash the performance guarantee executed against the contract and may blacklist the firm and recover losses and levy liquidated damages.

8. BID FORM:

8.1 The bidder shall upload all the documents & documentary evidences in the KPPP website.

8.2 The bid must contain the name, designation and places of business of the person or persons making the bid and must be signed and sealed by the bidder with usual signature. The name(s) of person(s) signing should also be typed or printed below the signature(s).

9. SUBMISSION OF BID:

9.1 Bids shall be submitted in 2 parts viz., Techno Commercial Bid & Price Bid.

9.2 Any Bid received after the dead line prescribed for submission of Bids will be rejected.

9.3 Further no modification or withdrawal of Bid shall be allowed after the deadline. The General Manager (Meter & Commercial) will open the Bids on the date & time noted in "Notification Inviting Bids" at the office of the General Manager (Meter & Commercial), BESCOM, and K.R. Circle, Bengaluru-560001.

10. DOCUMENTS COMPRISING THE BID:

10.1 The bidder shall submit bid sheets inclusive of Technical data as enumerated in the bidding documents indicating the equipment to be supplied and services to be rendered, quantity and prices.

10.2 Documentary evidences should be furnished to establish that the bidder meets the qualifying requirements.

10.3 Bid form duly signed by the authorized signatory of the bidder, Bid proposal sheets duly filled in and signed and complete in all respects.

11. INFORMATION REQUIRED WITH THE PROPOSAL:

11.1 Oral statements made by the Bidder at any time regarding quality or arrangements of the equipment or any other matter will not be considered.

11.2 Standard catalogue pages and other documents may be used by the Bidder in the Bid to provide additional information and data as deemed necessary by the Bidder.

11.3 As regards the provision of the Bidding documents other than those listed in the Bid document, in case the 'Proposed information contradicts the Specification requirements', specifications requirements shall govern, unless otherwise brought out clearly in the technical/Commercial deviation schedule, in the Bid.

11.4 No deviation whatsoever, in the following conditions of the Bidding documents is permitted.

- Validity of offer
- EMD
- Contract Performance security
- Payment terms
- Guarantee
- Technical conditions
- Liquidated damages, Penalty for delay
- Completion / commissioning period

11.5 Bidders are advised that while making Bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above will be disqualified.

12. BID PRICES, TAXES & DUTIES:

12.1 Bidders shall quote only the service charges in percentage (%) and the same shall remain binding on the bidder throughout the contract period.

12.2 Any alteration in the rates etc. will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

12.3 The Bidder shall furnish percentage exclusive of GST in the KPP portal.

12.4 Statutory Taxes and duties will be paid as indicated by the bidder in the Price Bid.

12.5 If there is any concession/reduction in the taxes and duties by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

12.6 If there is any enhancement in the statutory taxes /introduction of new tax, due to change in policies by the Central/State Government then such enhanced taxes/ any new taxes will be payable by BESCOM.

12.7 No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the Contractor.

12.8 The Bidder shall quote only the service charges in percentage (%) and no variation is allowed under any circumstances.

12.9 The Bidder shall quote prices only in Indian Rupees.

13. OPENING OF THE BIDS & PRELIMINARY EXAMINATION:

13.1 General Manager, Meter & Commercial, BESCOM will open the Bids on the specified date & time.

13.2 If the date of the opening of tender happens to be a holiday, the same will be opened on the next working day.

13.3 General Manager, Meter & Commercial, BESCOM will examine the Bids to determine whether they are complete, whether the Bidder satisfies the eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

14. LOCATION OF MANPOWER REQUIREMENT:

14.1 The Manpower services being availed through this tender shall be provided by the contractor as per the below:

MT Division	No. of Manpower	Location
BMASZ	10	Bengaluru
BMANZ	8	Bengaluru
BRAZ	9	Bangalore Rural, Ramanagara and Kolar Area
CTZ	8	Tumkur and Davanagere Area
Total	**35**	

15. EVALUATION OF THE TENDERS:

15.1 The techno – commercial evaluation: For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation & conforming to technical specifications.

15.2 The Techno-commercial Bids will be evaluated on the following points but not restricted to the same.

a) Payment of the EMD,
b) Qualifying Requirements,
c) Completeness of the offer as per requirement.
d) Acceptance for payment terms & conforming to all terms and other commercial conditions etc., as specified in the terms and conditions of

the Bid.

15.3 However, the General Manager El., Meter & Commercial, may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute to a material deviation provided, such waiver does not prejudice or affect the techno-commercial terms & conditions.

16. OPENING OF THE PRICE BIDS & PRELIMINARY PRICE EVALUATION:

16.1 The price Bids of "Techno-Commercial" responsive Bids shall only be opened.

16.2 Conditional tenders are liable to be rejected at the discretion of the tender accepting authority.

16.3 The General Manager (Meter & Commercial) will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

17. Evaluation Criteria:

17.1 Evaluation will be done taking into account the service charges in percentage (%) to identify the L1.

17.2 Notwithstanding any of the clauses, the General Manager Ele., Meter & Commercial reserves the right to accept or reject any Bid and to annul the Bidding process and reject all the Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder/Bidders of the grounds for the General Manager Ele., Meter & Commercial's action.

18. COMPARISON OF PRICES:

The General Manager (M&C) will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of quoted values. The bidder should quote only the service charges in percentage (%). In case of more than one **bidder happens to be L-1, selection will be done on the basis of - Highest total TURNOVER of the agency in last 5 years i.e., during 2019-20, 2020-21, 2021-22, 2022-2023, 2023-24.**

19. CONTACTING THE BESCOM:

BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

20. NOTIFICATION OF THE AWARD:

20.1 Prior to the expiration of the period of Bid validity, BESCOM will notify the successful Bidder in writing by registered letter or by e-mail that his Bid has been accepted.

20.2 The final acceptance of the Bids will rest with the General Manager Ele., Meter & Commercial, who does not bind himself to accept the lowest or any Bid or assigning any reason what so ever.

20.3 The authority competent to accept the tender reserves the right to reject any or all tenders or award contract only in part without assigning any reasons whatsoever. Tenders not complying with any of the requirements cited in the bid are liable for rejection at the discretion of the General Manager Ele., Meter & Commercial. The Bidders shall be presumed to have carefully examined the conditions and specifications of work & to have fully acquainted themselves with all details at site,

locations, materials, geological formations, weather characteristics, labour conditions etc., pertaining to the work.

20.4 The Bidder shall abide by the rules in force regarding Workman's Compensation act.

21. PERFORMANCE GUARANTEE/ SECURITY DEPOSIT & CONTRACT AGREEMENT:

21.1 The Successful Bidder shall remit within 15 days from the date of letter of intent to award of his tender a PERFORMANCE GUARANTEE/ SECURITY DEPOSIT in the form of Bank Guarantee from the Scheduled Commercial Bank endorsed in favour of General Manager, Meter & Commercial, BESCOM, Bengaluru. The Performance Bank Guarantee amount shall be equal to five percent (5%) of the awarded value valid for a period of **15 months** and it shall guarantee the faithful performance of the Contract in accordance with the Terms & Conditions specified in the Documents & Specifications. All expenses incurred for completing and stamping the contract agreement shall be borne by the successful firms.

21.2 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

21.3 The above performance guarantee shall be furnished on the day of execution of the agreement. If the Contractor fails to furnish the performance guarantee and execute the Contract Agreement, the EMD shall stand forfeited.

21.4 The successful Bidder shall enter into an agreement with BESCOM within 15 days from the date of letter of intent to award of his tender according to the conditions of Contract, on Karnataka Government non judicial stamp paper value as per amendment dated:03.02.2024 to Karnataka Stamp Act 1957.

The Successful bidder shall also furnish the details of Employees name, EPF/ESI Account Number, Aadhaar number if available within fifteen (15) days from the date of issuing of contract order. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

21.5 The Security Deposit/BG will be discharged at the end of successful completion of Guarantee period.

21.6 BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

Section– III

GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION OF TERMS:

In these general conditions and specifications, the following expressions shall have the meanings herein assigned to them, unless there is something in the subject or context inconsistent with such meaning.

a. "BESCOM" shall mean the BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED, which has jurisdiction over the area of works, and its successor, if any.

b. "Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

c. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

d. The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the

partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

e. "Contract and Contract Documents" shall mean and include the General conditions of Contract, Special Conditions, Specifications, Schedule of Prices, drawings and the stamped agreement.

f. "Contractor" shall mean the tenderer / bidder whether a firm, registered company, partnership or an individual, whose tender has been accepted by BESCOM or by the Officer duly authorized on behalf of BESCOM, and who has entered into agreement with the BESCOM for due fulfillment of the Contract and shall also include legal representatives, successors and assignees of the tenderer.

g. Successful Bidder" shall mean the Bidder whose bid has been evaluated and accepted for the Award of Contract.

h. 'Owner'/ "Purchaser "shall mean the Bengaluru Electricity Supply Company Limited (BESCOM) and shall include its Legal Representatives, Successors and Assignees.

i. "Division" shall refer to the respective Meter Testing (MT) division of the BESCOM directly in charge of the works.

j. 'Engineer' shall mean the Officer appointed in writing by the Owner to act as Engineer from time to time for the purposes of the Contract and "Engineer" shall also include the Chief Engineer and/or Superintending Engineer and/ or Executive Engineer and /or Assistant Executive Engineer and / or Assistant Engineer of BESCOM.

k. The term 'Contract Price' shall mean the lump sum Price comprised of Unit Price including all taxes and charges quoted by the Contractor in his Bid with additions and/or deletions as may be mutually agreed and incorporated in the Letter of Award, for the complete Scope of the Works.

l. "Specifications" shall mean the specifications annexed.

m. Words used in singular shall also include the plural and vice versa where the context so demands.

2.0 Contract period:

- The contract period is for a period of one year from the date of contract order. BESCOM reserves the right to extend the services for further period of one year on the same terms and conditions on good performance of service by the agency. In

case of any unsatisfactory performance of the agency BESCOM has the right to cancel the contract order at any time.

- BESCOM has the right to cancel the order without giving any notice. BESCOM reserves the right to short close/cancel or withdraw the award without assigning any reason. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

3.0 The normal working hours for the staff:

General – 10.00 am to 5.30 pm from Monday to Saturday.

4.0 Supervision:-

The Agency shall inspect from time to time and ensure satisfactory performance of the staff so provided by them.

The Agency shall state that the staff deployed by him to work and to discharge duties as per the instructions of the concerned officer.

5.0 Remunerations:-

Bidder shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff/Personnel under any circumstances.

6.0 Services Required by the BESCOM:

a. The Agency/bidder shall provide manpower services in BESCOM's premises as per the details given herein, or any other location as required by the BESCOM to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
b. The BESCOM shall pay the charges as agreed between the BESCOM and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
c. The Agency/bidder shall provide manpower services in the BESCOM's premises to its entire satisfaction and it is the sole responsibility of the Agency/bidder that the work is executed in all respects in accordance with the Agency's obligations.

7.0 Agency's/bidder Obligations:

a. The Agency/bidder shall provide manpower services at BESCOM's premises as per Schedule of Work / Requirements which may be amended from time to time by the BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The Agency shall abide by such assignments as provided by the BESCOM from time to time.
b. The Agency/bidder shall provide manpower services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Agency/bidder only and the BESCOM shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Agency.
c. The Agency/bidder shall be ready to provide the required number of manpower.
d. The Agency/bidder shall quote only the service charges in percentage (%) only exclusive of GST (i.e., on Min wages + VDA + EPF + ESI).
e. The Agency/bidder shall submit to BESCOM, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
f. The Agency/bidder shall pay the statutory benefits like bonus, leave, relief etc.as applicable to the employees and produce the details of payments of statutory benefits from time to time to its personnel to BESCOM.

g. The BESCOM shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove the any personnel with prior intimation to the BESCOM, emergencies exempted.
h. The Agency/bidder shall cover its personnel for personal accident and death while performing the duty and the BESCOM shall own no liability and obligation in this regard.
i. The Agency/bidder shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
j. The Agency/bidder shall issue identity cards / identification documents to all its employees who will be instructed by the Agency to display the same.
k. The personnel of the Agency shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them known about this clause in writing before deployment under this agreement.
l. The Agency/bidder shall also provide at its own cost all statutory benefits or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force which is applicable.
m. The Agency/bidder shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. proof of the same should be submitted by the Agency monthly to BESCOM.
n. The Agency/bidder shall submit a copy of wage sheet/salary slip showing monthly wages paid to its personnel to BESCOM.
o. Adequate supervision should be provided to ensure correct performance of the services in accordance with the prevailing requirements, agreed between both the parties.
p. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the BESCOM.
q. The Agency shall not employ any person below the age of 18 years.
r. Manpower so engaged shall be trained for providing services.

8.0 Agency's Personnel:

a. The Agency/bidder shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the work at BESCOM premises at the BESCOM site and in sufficient number to undertake the responsibilities imposed upon the Agency under the Contract and to provide full attention for executing the work thereof.
b. The Agency/bidder shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Agency/bidder shall also keep informing the BESCOM of any change in its organization or its personnel.
c. The personnel engaged by the Agency/bidder shall be dressed in neat and clean uniform (including proper ID cards).
d. The Agency/bidder personnel should have the Aadhaar Numbers and the same should be submitted by the agency along with the monthly bills.
e. The contract agency, which is providing manpower services will be purely on outsource contract basis and the agency employees are not entitled to claim any permanency benefits from BESCOM.
f. The Agency/bidder shall ensure satisfactory standards by his staff posted as Manpower and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case, if the services are not up to the mark, such Manpower has to be replaced at the request of local officers by the Agency.

g. Agency/bidder shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.
h. Selected personnel shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, Aadhaar Number, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by individual staff during office hours.
i. The Manpower engaged by the agency will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.
j. In case of any accidents, injuries etc to the engaged staff of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.
k. The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.
l. The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.
m. In case the Agency sub-contracts the tender to other contract agency, such Agency will be rejected by giving 7 days' notice. Any loss on account of such acts to BESCOM shall be borne by the agency itself.
n. The contract period is for a period of one year from the date of contract order. BESCOM reserves the right to extend the services for further period of one year on the same terms and conditions on good performance of service by the agency. In case of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.
o. The bidder shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the bidder is solely held responsible.
p. The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments at prevailing rates from time to time be paid directly by the agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.
q. The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the Head of the office of BESCOM.
r. It is mandatory that the Agency shall arrange the payments to its employees within 7th day of every month irrespective of payment received from BESCOM.

9.0 Agency's Liability:

a. The Agency/bidder shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by

it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to the BESCOM.

b. The Agency/bidder shall not be liable in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks. Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to the BESCOM.

c. The Agency/bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Agency contravening this condition, BESCOM shall be entitled to place the contract elsewhere at the Agency's risk and cost, and the Agency shall be liable for any loss or damage, which the BESCOM may sustain in consequence or arising out of such replacing of the contract.

8.0 BESCOMs Obligations:

a. Except as expressly otherwise provided, the BESCOM shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Agency's employees to carry out the Services.

b. The BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary, made in writing by the Agency in connection with the performance of the Services. The BESCOM shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as BESCOM becomes aware of them.

c. The BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. **The BESCOM does not recognize any employee, employer's relationship with any of the workers of the Agency.**

9.0 Variation in statutory payments:

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the Agency.

10.0 Terms of payment:

- Payment will be made by the **AGM (E&S), Corporate Office, BESCOM as per certification from respective EE, MT Divisions and countersigned by GM(M&C), Corporate Office, BESCOM** on monthly basis on submission of the bills by the agency along with the required details/documents.
- The successful bidder/agency shall submit pre-receipted bill in duplicate with the certification of the concerned section/head of the office for satisfactory completion of the work for payment of remuneration of the availed manpower before 7th of the succeeding month along with the attendance register maintained by the respective AE/AEE MT divisions countersigned by EE, MT Divisions.
- The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the concerned section/office head of the BESCOM.

- Payment of bills will be made on monthly basis after effecting applicable deductions/recoveries.
- It is mandatory that the agency should make the payment to its employees within 7th of every month irrespective of payment received from BESCOM.
- The agency should produce bank statement of each employee as a proof for having paid the previous month salary and also produce salary slip of each employee with EPF,ESI code and deductions.
- The agency should also produce attested copy of the challan paid consisting employee wise details of EPF, ESI paid with ECR sheet
- The agency should also produce attested copy of the GST paid during previous month to the respective Govt /Central authorities.
- Each year during the month of December, Labour Welfare Fund has to be paid to the Karnataka Labour Welfare Board, The payment details pertaining to this has to be furnished in the next subsequent monthly bill.
- In case the agency fails to fulfill the statutory requirement as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the contract and the agency will be blacklisted and forfeiting of the monthly bills and Performance security deposit.
- All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.
    a. Minimum Wages Act, 1948.
    b. Payment of Wages Act, 1936.
    c. Contract Labour (Regulation and Abolition) Act, 1970.
    d. Employees PF and Miscellaneous Provision Act, 1952.
    e. Employees State Insurance Act, 1948.
    f. Workmen's Compensation Act
    g. Gratuity/Bonus Act and related all Labourers Law and Rules pertaining to labourers.

  Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself. Any default in compliance, the Agency shall be held responsible.

10.0 Penalty:

a. The Agency shall disburse salary to its deployed manpower latest by 7th of every month, failing which penalty of **Rs.500/-** per day will be imposed up to 15th of the month.
b. In case the agency fails to provide required no. of manpower, penalty shall be levied on the agency at a rate of ½% per day per candidate subject to maximum of 10% per month per candidate (no. of manpower not provided).
c. In case the Agency fails to comply the terms and conditions as per the contract order the Security Deposit/ Performance Bank Guarantee will be forfeited and Bank guarantee will be encashed. The BESCOM will have the power to appoint any other agency for the manpower services at the risk and cost of the Agency.
d. In case the Agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the **Agency is liable to be blacklisted by the BESCOM,** in addition to forfeiting of the monthly bills and Performance Security Deposit.
e. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Agency failing to provide requisitioned number of manpower, the BESCOM shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Agency or that may become due to the Agency under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BESCOM.

11.0 EFFECT & JURISDICTION OF CONTRACT:

Dispute: In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bengaluru-01 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru only and in case of any dispute between the Agency and the engaged Manpower, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

Arbitration: Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre- by one or more Arbitrators appointed in accordance with its rules.

12.0 Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural phenomena, including but not limited to Floods, Droughts, Earthquakes, and Epidemics.
b. Acts of any Government including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will be extended by a reasonable time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

13.0 Termination Of Contract:

BESCOM may without prejudice to any other remedy for breach of Contract by 15 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Service Provider fails to provide the service within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the Agency fails to perform any other obligation(s) under the Contract.

-sd/-
General Manager,
Meter & Commercial Section,
BESCOM